

JUDGE SULLIVAN

2-752086
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
ZIM AMERICAN INTEGRATED
SHIPPING SERVICES, INC.,

07 CIV 9345

Plaintiff,

- against -

SOLOMON SHIPPING & TRADING,
INC.,

Defendant.
-----X



Plaintiff ZIM AMERICAN INTEGRATED SHIPPING SERVICES, INC., by its attorneys, LAW OFFICES OF ALBERT J. AVALLONE & ASSOCIATES, as and for its Complaint against defendant SOLOMON SHIPPING & TRADING, INC., in personam, in a cause of action civil and maritime, alleges upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, the Ocean Shipping Reform Act of 1999, 46 U.S.C., App. Section 1701, et seq., and Paragraph 24 of the Bill of Lading.

2. At all times hereinafter mentioned, plaintiff ZIM INTEGRATED SHIPPING SERVICES, INC. was and still is a corporation duly organized and existing under the laws of the State of Delaware with offices and a place of business at 5801 Lake Wright Drive, Norfolk, VA 23502.

3. Upon information and belief and at all times hereinafter mentioned, defendant had and now has the legal status and place of business as set forth in Schedule A.

4. On or about the dates and at the ports of shipment stated in Schedule A, certain goods were delivered to plaintiff to be carried to the ports of destination and at the agreed charges to be paid by defendant pursuant to plaintiff's public tariff.

5. Thereafter, the said goods were transported to the ports of destination and delivered to the consignee and/or its agents.

6. Plaintiff has duly performed all duties and obligations required to be performed by plaintiff.

7. Defendant has failed and refused and continues to fail and to refuse to remit the \$2,556.00 due, although duly demanded.

8. By reason of the foregoing, plaintiff has sustained damages in the amount of \$2,556.00 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

1. For judgment in the amount of plaintiff's damages, together with interest thereon from the respective dates due, costs, disbursements, and a reasonable attorney's fee.

2. That process in due form of law according to the practice of this Court in cases of admiralty and maritime jurisdiction may issue against the defendant citing it to appear and answer all the singular matters aforesaid.

3. That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.

Dated: New York, New York
October 18, 2007

LAW OFFICES OF
ALBERT J. AVALLONE & ASSOCIATES

By


Albert J. Avallone - AA1679
Attorneys for Plaintiff
ZIM AMERICAN INTEGRATED
SHIPPING SERVICES, INC.
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SCHEDULE A

I. Defendant's status & address:

A. Upon information and belief and at all times hereinafter mentioned, defendant SOLOMON SHIPPING & TRADING, INC. was and still is a corporation organized and existing under the laws of the State of New Jersey, with offices and a place of business at 202 Main St., Orange, NJ 07050.

II. Particulars:

1. Bill of Lading No. ZIMUORF97058, dated March 30, 2005, from New York to Port au Prince on the Vessel ZIM CALIFORNIA, one (1) forty-foot container at the applicable tariff charge of \$2,556.00 (Exhibit A).

Amount Paid: \$0

Amount Due: \$2,556.00

III. Total Amount Due: \$2,556.00

